Dr

To 17 days labor performed on dwelling house of S. Appleton in the month of May 1868	$ 51 00
To 17 days labor performed on the dwelling house of S. Appleton in the month of June 1868	" 51 00
To 24 1/2 days labor performed on dwelling house of S. Appleton in the month of July 1868	73 50
To 25 1/4 days labor performed on dwelling house of S. Appleton in the month of August 1868	75 75
To 19 days labor performed on dwelling house of S. Appleton in the month of September 1868.	57 00
To 25 1/4 days labor performed on dwelling house of S. Appleton in the month of October 1868	75 75
To 22 1/2 days labor performed on dwelling house of S. Appleton in the month of November 1868.	67 50
To 24 days labor performed on dwelling house of S. Appleton in the month of Dezember 1868	72 00
To 13 3/4 days labor performed on the dwelling house of S. Appleton in the month of January 1869	41 25
To 5 days labor performed on the dwelling house of S. Appleton in the month of February 1869	15 00
To 11 1/2 days labor performed on the dwelling house of S. Appleton in the month of March 1869	34 50
	$ 614 25

Credits

1868				
May	30	By cash paid to me	$ 25 00	
July	8	By cash paid to me	40 00	
August	15	By cash paid to me	50 00	
September	1st	By cash paid to me	20 00	
October	3	By cash paid to me	30 00	
"	17	By cash paid to me	25 00	
"	25	By cash paid to me	35 00	
November	23	By cash paid to me	50 00	
"	24	By cash paid to me	25 00	
1869 January	1	By cash paid to me	20 00	
"	25	By cash paid to me	15 00	
February	2	By cash paid to me	25 00	
"	11	By cash paid to me	25 00	
"	13	By cash paid to me	65 00	$ 455 00
				$ 159 25

I, Ozias M. Barney of Southborough in the County of Worcester and Commonwealth of Massachusetts, declare and say that I actually performed two-hundred and four and three fourths days labor, as a carpenter in the erection of a certain dwelling house situated on a piece of land in said Southborough on the northerly side of the road leading from the centre village in said Southborough past the dwelling house of Joseph Burnett, which piece of land is bounded as follows, viz: on the south by said road on the east by land of F. Parker, in the north by land of Eber Fay, and on the west by land of one Reed; which land, house and stable are those now occupied by Samuel Appleton; by virtue of an agreement and contract with and by the consent of Lorenzo Walker of said Southborough a person having authority from and rightfully acting for Samuel Appleton of said Southborough, in erecting said dwelling house and procuring labor on account thereof, and with the consent of said Samuel Appleton, the owner of said dwelling house, which agreement and contract was made in the month of April A.D. 1868 by me with said Walker with the consent of said Appleton. that I commenced performing said labor in erecting said dwelling house on the eleventh day of May A.D. 1868 and ceased to labor as aforesaid in erecting said dwelling house on the fifteenth day of March A.D 1869; that the account hereto annexed is a just and true account and statement of the amount due me on account of having performed said labor as aforesaid, with all just credits given, which account and statement is made part hereof; that there is now due me for said labor performed as aforesaid the sum of one hundred and fifty nine

dollars and twenty five cents; that the days labor were performed as set forth in said account and at the times stated therein in erecting said dwelling house; that said Samuel Appleton is the owner of said piece of land, and dwelling house as far as I am able to ascertain, or is known to me, except that I am informed some person or persons, whose names are to me u[n]known have one or more mortgages upon said premises of a later date than said contract.

And I claim a lien on said dwelling house and also on said piece of land for said sum of one hundred and fifty nine dollars and twenty five cents, the balance due for labor performed by me as aforesaid in erecting said house

April 13, 1869.

Ozias M. Barney

Commonwealth of Massachusetts.

Worcester ss. April 13. A.D. 1869

Then personally appeared the before named Ozias M Barney and subscribed the foregoing certificate and statement and made oath that the same is true,

Before me

W B Gale, Justice of the Peace

Barney

S. appeln

Rec^d & Recorded Apr 13, 69
at 5 h 25 m P M

	$	
For 10 days labor performed on dwelling house of S. Appleton in the month of March 1868	27	50
For 21 days labor performed on dwelling house and stable of S. Appleton in the month of April 1868	57	75
For 9½ days labor performed on dwelling house of S. Appleton in the month of May 1868	26	13
For 24¾ days labor performed on dwelling house of S. Appleton in the month of June 1868	68	07
For 17 days labor performed on dwelling house of S. Appleton in the month of July 1868	46	65
For 25 days labor performed on dwelling house of S. Appleton in the month of August 1868	68	75
For 20½ days labor performed on dwelling house of S. Appleton in the month of September 1868	56	38
For 19 days labor performed on dwelling house of S. Appleton in the month of October 1868	52	25
For 21 days labor performed on dwelling house of S. Appleton in the month of November 1868	57	75
For 25 days labor performed on dwelling house of S. Appleton in the month of December 1868	68	75
For 2 days labor performed on dwelling house of S Appleton in the month of January 1869	5	50
For 19 days labor performed on dwelling house of S. Appleton in the month of February 18[illegible]	52	25
For 15½ days labor performed on dwelling house of S. Appleton in the month of March 1869	46	50
	$634	23

Credits

			$	
May 5. 1868	By	Cash	97	49
" 10	"	"	1	00
July 7.	"	"	45	00
" 30	"	"		63
Aug 3	"	"	70	00
" 6	"	"		75
Oct 3	"	"	33	25
" 22	"	"	32	00
" 24	"	"		75
" 25	"	"	1	00

	Amt brt forward	281 87	
Oct 28, 1868	By Cash	1 65	
Nov 23	" " "	50 00	
" 25	" " "	25 00	
Jan 15, 1869	" "	105 00	
Feb 6	" " "	20 00	
" 13	" " "	25 00	$508 52
			$125,71

I, Henry L. Flagg of Southborough in the County of Worcester in the Commonwealth of Massachusetts, declare and say that I actually performed two hundred and twenty nine & one fourth days labor, as a carpenter, in the erection of a certain dwelling house and stable situated on a peice of land in said Southborough on the northerly side of the road leading from the centre village in said Southborough past the house of Joseph Burnett, which peice of land is bounded as follows, viz; on the south by said road, on the east by land of F. Parker, on the north by land of Eber Fay, and on the west by land of one Reed, which land, house and stable are those now occupied by Samuel Appleton, by virtue of an agreement and contract with, and by the consent of, Lorenzo Walker of said Southborough a person having authority from and rightfully acting for Samuel Appleton of said Southborough in erecting said dwelling house and stable and procuring labor on account thereof, and with the consent of the said Samuel Appleton the owner of said dwelling house and stable, which agreement and contract was made in the month of March A.D. 1868, by me with said Walker with the consent of said Appleton; that I commenced performing said labor in erecting said dwelling house and stable on the nineteenth day of March, A.D. 1868, and ceased to labor as aforesaid in erecting said dwelling house and stable on the fifteenth day of March A.D. 1869, that the account hereto annexed is a just and true account and and statement of the amount due me on account of having performed said labor as aforesaid, with all just credits given, which account and statement is made a part hereof, that there is now due me for said labor performed as aforesaid the sum of one hundred

and twenty six dollars and seventy one cents, that the days labor were performed as set forth in said account and at the times stated therein in erecting said dwelling house and stable; that Samuel Appleton aforesaid is the owner of said peice of land, dwelling house and stable, so far as I am able to ascertain, or as is known to me, except that I am informed some person or persons whose names are to me unknown have one or more mortgages upon said premises of a later date than said contract:-

And I claim a lien on said dwelling house and stable and also on said peice of land for said sum of one hundred and twenty six dollars and seventy one cents, the balance due for labor performed by me as aforesaid in erecting said house and stable

April, 13th 1869. Henry L. Flagg

Commonwealth of Massachusetts
Worcester, ss. April, 13. A. D. 1869.

Then personally appeared the before-named Henry L. Flagg and subscribed the foregoing certificate and statement and made oath that the same is true.

Before me.

Franklin Este, justice of the peace

Henry L. Flagg

Rec^d & Recorded Apr 13, 1869 at 8 h 20 m P.M.

Know all men by these presents

that we, Harry Burnett, Robert M. Burnett and W. W. Vaughan,

in the Commonwealth of Massachusetts,

Trustees under the last will of Joseph Burnett late of Southborough, in the County of Worcester and Commonwealth aforesaid, deceased, which will was duly proved and allowed by the Probate Court for said County on August 1894, do by virtue and in execution of the power to us given in and by said will, and of every other power and authority hereto enabling, and in consideration of the sum of one (1) dollar and other considerations dollars to us paid by the Town of Southborough in the County of Worcester and Commonwealth of Massachusetts

the receipt whereof is hereby acknowledged, hereby grant, bargain, sell, and convey unto the said Town of Southborough a certain parcel of land bounded and described as follows: beginning at a point at the corner of the main street and the road from Marlborough to Cordaville, thence 216 feet on the west side of the Marlborough road north 4° 25' west to a stone; thence 179.9 feet north 83° 11' west by the land of the Joseph Burnett Estate to a mark on the wall of the old cemetery; thence by the wall of the old cemetery 180 feet south 9° 28' west to the corner of the Common Road and the cemetery; thence by the side of the Common Road 151.5 feet south 83° 11' east to a point on the main road; thence 81 feet to the point of beginning. See plan of "Land in Southborough, Mass; belonging to the Joseph Burnett Estate to be given the Town for a Library Lot" by Parker, Bateman and Chase, Civil Engineers, dated 1909 and to be recorded herewith.

To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said Town of Southborough, its successors and heirs and assigns, to their own use and behoof forever, but in trust nevertheless to be used only for a site and ornamental grounds for a Public Library for the Town of Southborough.

In witness whereof we, the said Harry Burnett, Robert M. Burnett and W. W. Vaughan

hereunto set our hands and seals, this .... day of ....

in the year one thousand nine hundred and nine.

Signed and sealed in presence of

S. G. Woncon

N. L. Haynes

Harry Burnett
W. W. Vaughan
Rob. M. Burnett

Trustees u/w of Joseph Burnett

Commonwealth of Massachusetts.

Suffolk ss. October 29 1909. Then personally appeared the above named Harry Burnett for self & Co-Trustees and acknowledged the foregoing instrument to be their free act and deed, before me—

Gustavus Atterill

Justice of the Peace.

Worcester ss. Nov. 6, 19 09, at 8 o'clock and 30 minutes, A. M.
Received and entered with Worcester District Deeds, book 1918 page 461

Attest:

David Trust

Register.

15617

Trustees u/w

Joseph Burnett

to

Town of Southborough

.96.

RECEIVED
AT 8.30 A. M.
NOV 6 1909
WORCESTER DISTRICT
REGISTRY OF DEEDS.
BOOK 1918 PAGE 461

Trustee's Deed

under Power in Will.

From the office of

Mail

Chas. H. Newton

Town Clerk

Southboro

SOLD BY
T. H. BALL, LAW STATIONER,
72 DEVONSHIRE STREET,
BOSTON.
No. 234.

Compared.

Be it remembered, *that I,* John L. Bacon *of* Southborough *in the County of* Worcester *and Commonwealth of Massachusetts, being of sound mind and memory, but knowing the uncertainty of this life, do make this my* **last will and testament,** *hereby revoking all wills and codicils heretofore made by me.*

After the payment of my just debts and funeral charges, I bequeath and devise as follows:

Clause 1. To my wife, Ruby B. Bacon, if she survives me, I give and bequeath the sum of Ten Thousand Dollars ($10000.00).

Clause 2. To Joseph P. Lynch of Marlborough, Massachusetts I give and bequeath the sum of Thirty Thousand Dollars ($30000.00) to be held in trust by him to pay the income thereof to my wife, Ruby B. Bacon, during her lifetime, and after her decease to pay the principal sum, discharged of any trust, to the Trustees of the Framingham Union Hospital, Framingham, Massachusetts, to be used as the Trustees of said Hospital may decide. The trustee named herein may invest and reinvest the principal of the trust fund in high grade securities and shall not be held liable for any diminution of said principal sum by reason of shrinkage in market value or by reason of the insolvency of or suspension of payment by any bank in which he may have deposited money which is part of said trust fund.

Clause 3. To the Treasurer of the Town of Southborough, Massachusetts, I give and bequeath the sum of Ten Thousand Dollars ($10000.00) to be held in trust by the Treasurer of said Town and invested in high grade securities to be selected by him with the assistance and consent of the Selectmen of said Town, to use the income only thereof to pay, in whole or in part, the hospital expenses of any worthy inhabitant of said Town, who, in the opinion of the Board of Public Welfare of said Town, is entitled to such aid. The term "hospital expenses" used herein shall not be interpreted to include doctors' fees.

Clause 4. To my nephews **Alfred** B. Norcross and John Norcross and my niece Ruby Norcross I give and bequeath the sums of One Dollar ($1.oo) each, knowing that they are amply provided for.

Clause 5. To the Trustees of The Fay School, Incorporated, of Southborough, Massachusetts, I give and bequeath the sum of Five Thousand Dollars ($5000.00) to be held in trust by them and known as the Hospital Fund; the income thereof to be used for the purchase of new equipment or for such other purposes as the Headmaster of said School may determine.

Clause 6. To the Trustees of St. Mark's School, Southborough, Massachusetts, I give and bequeath the sum of Five Thousand Dollars ($5000.00) to be held in trust by them and known as the Hospital Fund; the income thereof to be used for the purchase of new equipment or for such other purposes as the Headmaster of said School may determine.

Clause 7. To Archibald Joudrey and Emma Joudrey of Bangs Falls, Nova Scotia, I give and bequeath the sums of Five Hundred Dollars ($500.00) each as a token of my appreciation for all they have done to make my vacations at their home the pleasures they have been.

Clause 8. All the rest, residue and remainder of my property both real and personal, and wherever situated, I give, devise and bequeath to the Trustees of the Framingham Union Hospital,Framingham, Massachusetts, to be used in any manner which the Trustees of said Hospital may determine.

Clause 9. I nominate and appoint Joseph P. Lynch of Marlborough, Massachusetts to be the Executor of this will**, and I direct that he be exempt from furnishing sureties upon his official bond as Executor and also upon his official bond as Trustee.**

In testimony whereof, I hereunto set my hand, and in the presence of three witnesses declare this to be my last will, this twenty third *day of* May *in the year one thousand nine hundred and thirty* five.

John L. Bacon

On this twenty third *day of* May *A. D. 193*5

John L. Bacon *of* Southborough *Massachusetts,*

*has signed the foregoing instrument in our presence, declaring it to be h*is *last will, and as witnesses thereof we three do now, at h*is *request, in h*is *presence, and in the presence of one another, hereto subscribe our names.*

Louise V. Lippard

Margaret J. Gannon

David C. Lafleur

MEMORANDA.

In Massachusetts a will does not require any seal. No person who is to receive anything under a will, and no husband or wife of any such person, should be a witness to such will. But a person is not rendered incompetent as witness to a will by the fact that he is named therein as executor. If the testator is too feeble to sign the will, his signature may be written for him by some other person "in his presence and by his express direction".

Case 116238

John L. Bacon

Will

Filed Dec 2, 1935

Allowed Dec 24, 1935

Recorded Vol 1193 Page 161

A true copy,

Attest:

Grace C. Rundlett,

Asst. Register.